

COMMONWEALTH OF MASSACHUSETTS

TOWN OF GRAFTON

RENEWAL CABLE TELEVISION LICENSE

ISSUED TO

GREATER WORCESTER CABLEVISION, INC.

Effective Date: 9.21.97

TOWN OF GRAFTON
RENEWAL CABLE TELEVISION LICENSE

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Article I.

Grant of Renewal License

Section 1: Adoption of Prior License as Amended

Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts and pursuant to the renewal provisions of the federal Cable Act, 47 United States Code 546, the Board of Selectmen as the Issuing Authority (the "Issuing Authority") of the Town of Grafton, Massachusetts, hereby grants a non-exclusive renewal cable television license ("Renewal License") to Greater Worcester Cablevision, Inc. (the "Licensee"), authorizing and permitting said Licensee to continue to operate a cable television communications system within the corporate limits of the Town of Grafton, Massachusetts.

It is the intention of the Issuing Authority and Licensee that the cable system, cable services, facilities, equipment, including access equipment and facilities and obligations of the parties as provided or required pursuant to the prior License (Final CATV License for Town of Grafton Massachusetts, dated September 21, 1982, hereinafter the "Prior License") be continued under this Renewal License, unless otherwise expressly provided herein and subject to applicable law. (See Attachment: Final CATV License for Town of Grafton Massachusetts, dated September 21, 1982, attached and incorporated herein.) This renewal license

shall therefore consist of the Prior License as hereby restated and amended and as provided herein.

In the event that particular services, facilities and the like are actually being provided pursuant to the Prior License, Licensee shall continue providing same with or without an express Issuing Authority request for renewal of same unless otherwise expressly provided in the terms of this Renewal License.

This Renewal License is granted under, in compliance with and subject to Chapter 166A of the General Laws of the Commonwealth of Massachusetts, the Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. 521 et seq., (the "1984 Cable Act"), amending the Communications Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 (the "1992 Cable Act") and by the Telecommunications Act of 1996, Public Law No. 104-104, the rules and regulations of the Federal Communications Commission (FCC), the rules and regulations of the Massachusetts Cable Television Commission and under, in compliance with and subject to other applicable federal, state and local rules and regulations in force and effect upon the date hereof or which may hereafter be in force and in effect during the period for which this Renewal License is granted.

Subject to the terms and conditions herein and applicable law, the Board of Selectmen of the Town of Grafton grants to Licensee the right to construct, operate

and maintain a cable television system in, under, over, along, across or upon the public streets, lanes, avenues, alleys, sidewalks, bridges, highways, compatible easements and other Public Ways within the Town or within subsequent additions thereto, for the purpose of Cable Television System and cable services signal reception, transmission, collection, amplification, origination, distribution, or redistribution. This grant of authority to operate a Cable Television System for cable services does not exempt Licensee from valid non-discriminatory laws, if any, in effect or hereinafter adopted with respect to the provision of services not within the scope of cable franchising such as certain telecommunications services. For purposes of the foregoing telecommunications services not within the scope of cable franchising shall be defined in accordance with the Telecommunications Act of 1996 and rulings thereunder.

Article II

Amendments to Prior License

1. References in the Prior License to "License" or "Final License" shall mean the Renewal License as applicable.
2. References in the Prior License to "Greater Grafton Cablevision, Inc." to "GGCV, Inc." or to Licensee shall mean Greater Worcester Cablevision, Inc., its successors, assigns or any entity holding the rights to or acting under this Renewal License.
3. Section 1 of the Prior License, captioned Grant of License, shall be deleted in its entirety and replaced by the foregoing Article I, Section 1, captioned Grant of Restated and Amended Prior License as Renewal License.
4. Section 2 of the Prior License, captioned Definitions, shall be amended by changing the definition of Licensee from "Greater Grafton Cablevision, Inc." to "Greater Worcester Cablevision, Inc., its lawful successors or assigns."
5. Section 3 of the Prior License, captioned Expiration Date, shall be amended so that the Renewal License will expire three years from the date of the expiration of the Prior License (ie, this Renewal License will expire on September 21, 2000) and by deleting the provision stating that the renewal term may be automatically extended. The effective date of this Renewal License is September 21, 1997.
6. Section 4 of the Prior License, captioned Final License Terms, shall be amended to delete Section 4(b) in its entirety as Section 4(b) concerns system construction and the system is already constructed.

7. Section 4 of the Prior License, captioned Final License Terms, shall be amended to delete Section 4(c) in its entirety.
8. Section 5 of the Prior License, captioned Installation, Indemnification, shall remain unchanged.
9. Section 6 of the Prior License, captioned Insurance, shall remain the same except that the amount of liability insurance under the first paragraph of Section 6 shall be raised to one million dollars (\$1,000,000.00) and the amounts required under the second paragraph of said Section 6 shall be raised to three million dollars (\$3,000,000.00).
10. Section 7 of the Prior License, captioned Competition, shall remain unchanged.
11. Section 8 of the Prior License, captioned Free Service, shall remain unchanged except that the provision of service to already designated and served municipal locations shall not require any renewed request for continued provision of such service.
12. Section 9 of the Prior License, captioned Termination, shall be amended to incorporate applicable federal law, specifically, 47 U.S.C. 547, with respect to procedures for system transfer in the event of certain license terminations.
13. Section 10 of the Prior License, captioned Repairs, shall remain unchanged.
14. Section 11 of the Prior License, captioned Subscribers' Antennas, shall remain unchanged.
15. Section 12 of the Prior License, captioned Channel Transpositions, shall remain unchanged except that Licensee may provide subscribers with written notice of channel changes, in lieu of providing markers for mounting on television receivers, with said notice requirements in accordance with the Massachusetts Cable Television Commission Billing and Termination Regulations, 207 Code of Massachusetts Regulations 5.00 et seq and in accordance with the Customer Service Guidelines of the

Federal Communications Commission (47 Code of Federal Regulations 76.309 et seq) are incorporated herein by reference.

16. Section 13 of the Prior License, captioned Equal Time, shall remain unchanged. By way of clarification, equal time shall mean that individual persons or candidates seeking access time shall have equal opportunities to time to produce and cablecast his or her own programming, but said commitment to equal opportunities does not mean that either the Town or Licensee will be responsible to assist individual persons or candidates with actual production. To exercise such opportunities for access a producer is responsible to first be certified or trained to use access equipment and meet the same standards as other producers.

17. Section 14 of the Prior License, captioned Performance Bond, shall remain unchanged except the Performance Bond shall also be conditioned on Licensee's compliance with the material terms of this License.

18. Section 15 of the Prior License, captioned Service Interruptions, shall remain unchanged.

19. Section 16 of the Prior License, captioned Construction Rate is inapplicable and shall be deleted.

20. Section 17 of the Prior License, captioned Operation, Service and Maintenance of the System, shall remain unchanged except that it is the intent of the parties that the word "facilities" in said Section 17(e) shall refer to Licensee's PEG access channels and Licensee shall provide an emergency audio override pursuant to F.C.C. regulations and which shall be capable of local access by designated local officials for override of the basic service and cable programming service tier channels.

21. Section 18 of the Prior License, captioned System Specifications, shall remain unchanged subject to applicable F.C.C. and other federal law limits on local enforcement of technical specifications.

22. Section 19 of the Prior License, captioned Residential System, shall remain unchanged, except that reference to Licensee's obligation to "construct" the system shall be changed to refer to Licensee's obligation to "operate and maintain" and the system. Further, reference to Licensee's obligation to provide at least "400 MHz of bandwidth" shall be changed to refer to "450 Mhz of bandwidth." (450 Mhz are currently provided.) Further, reference to the system being "self-sufficient" shall not in the renewal license imply a requirement to have a head-end within the Town.

23. Section 20 of the Prior License, captioned Institutional Interconnect System, shall remain unchanged. A map of the I-Net as provided under the Prior License shall be attached and incorporated herein. (See Schedule 1: Institutional Network.)

At the end of Prior License Section 20, the following shall be added:

In addition to maintaining the Institutional Interconnect System as required under the Prior License, Licensee shall throughout the term of this Renewal License offer the Town the option of purchasing Institutional Network (I-Net) high speed data service, at not less than 10 Mb/s speed, as part of an Ethernet Wide Area Network, as a commercial option, with the charges and prices for such option to be determined if and when the Town exercises such option, however, said option terms shall be comparable to the terms offered to other Greater Media Towns adjusting to reflect the three (3) year term of the Renewal License and subject to the terms of such commercial option being acceptable to Licensee. In the event the Issuing Authority requests negotiation of the aforesaid option, Licensee shall, upon request of the Issuing Authority, disclose all material terms of Licensee's other Towns' I-Net data service contracts, including contract terms on hardware, services and I-Net extension, being public records. Licensee shall provide the Town with sample high speed data service contracts entered with other Towns. Notwithstanding the foregoing, in the event the Town exercises

an option to purchase high speed data services from Licensee, the Town shall be responsible for end user I-Net equipment such as modems and end user I-Net software and Licensee shall remain responsible for I-Net distribution over the network, including at the headend or I-Net hub, which shall include responsibility for I-Net plant maintenance and functioning of the I-Net plant, and for maintaining I-Net signal quality, but not end-user equipment

The I-Net provided pursuant to the foregoing option shall be capable of point-to-point interconnection of municipal buildings and schools for data, video and voice, as well as Internet Access at any municipal or school I-net site, however, the Town shall be responsible for third party internet vendor fees for Town third party commercial internet services. Said internet access shall be such that if a particular I-Net site has a single internet access connection, high-speed Wide Area Network I-Net technology will enable internet access to all I-Net sites.

The I-Net provided pursuant to the foregoing option shall be extended to additional municipal locations as requested in writing by the Issuing Authority, however, said extension may be factored into the good faith negotiation of the price of the I-Net services to be provided. Said I-Net shall be such it will be capable of interconnection with multi-user modems and capable of internet access.

24. Section 21 of the Prior License, captioned Local Origination Facilities and Programming shall be restated in its entirety, as amended and as set forth below:

The Licensee shall continue to equip, manage and operate a complete National Television Standard Code color television studio. The studio will be located in the Town of Grafton at its location as of the expiration of the Prior License and will have the capacity for live and delayed taping of programs, the capacity to play back, edit and transmit recorded programs and live capability from drops on the institutional interconnect system. Portable equipment will be available at all times for video tape recording outside the studio. The studio shall be open for use on a daily basis on weekdays during regular business hours and by appointment if use is requested after regular business hours and at such times as the Licensee and Issuing Authority shall agree from time to time. Licensee shall provide at its cost technical and programming

assistance sufficient to service the needs of the studio and demands for public use thereof. Licensee shall continue to provide and maintain the equipment for the studio and for the Grafton High School studio actually provided under the Prior License. In addition, funds for new equipment, as well new playback equipment, will be provided as set forth subject to the following terms.

Equipment at the studio provided under the Prior License shall be maintained by Licensee throughout the term of this Renewal License. In addition, Licensee shall make a capital equipment grant to the Town or its designee(s), restricted for cable television access purposes, of \$20,790.00 for new studio equipment to be selected and owned by the Town or its designee(s), with said grant payable within thirty (30) days of the effective date of this Renewal License. Licensee agrees not to pass-through to subscriber rates the cost of the aforesaid capital grant and not to otherwise adjust permitted rates for same. Further, for each year of this Renewal License, Licensee shall provide the Town or its designee(s) a \$16,000.00 grant restricted for cable television access purposes, for either access equipment or staff, with the first of said \$16,000.00 grants payable within thirty (30) days of the effective date; the second of such grants payable one year after the first of such grants and the third such grant payable one year after the second payment date. Equipment purchased with said annual \$16,000.00 grants shall be selected and owned by the Town. Licensee will also forthwith provide \$6,600.00 of certain playback equipment (two Panasonic AG-1980 SVHS decks @ \$1,800.00; one Tech Electronics PVC-4 VCR controller @ \$2,600.00 and two Tech Electronic CC-Pana-1R interfaces @ \$134.00) with any balance resulting from savings attributable to purchases at lower prices reserved for additional studio equipment. Licensee agrees not to pass-through to subscriber rates the cost of \$6,600.00 playback equipment package and not to otherwise adjust permitted rates for same. Whereas Licensee shall be responsible for maintaining the equipment provided under the Prior License as well as the aforesaid Playback equipment, and the foregoing will be owned by Licensee, new equipment selected and owned by the Town pursuant to this paragraph shall be maintained by the Town.

Studio staffing shall continue to be maintained at not less than one full time staff person. To increase the hours of studio operation

and to increase the production of local programming, the Issuing Authority, or its designee(s), may allocate a part or all of the annual funding payable under the prior paragraph for technical assistance with studio operation and local program production.

25. Section 22 of the Prior License, captioned Access Channels, shall remain unchanged except that at the end thereof the following shall be added:

(i) Applicable access law:

The programming, channels and facilities allocated for public use may be used for public, educational and/or municipal access in accordance with the Cable Act, 47 U.S.C. 531, subject to the terms herein.

(ii) Producer responsibility

The designated access and television coordinator may require public access producers to assume individual responsibility for any program-based liability within their programs, subject to Cable Act and F.C.C. requirements. Neither the Licensee nor the Issuing Authority shall be responsible for any liabilities arising from the content of the Public Access programming by public access producers.

(iii) Underwriting

Consistent with the current underwriting standards for non-commercial television stations, notices of support and underwriting may be permitted on the access channel(s).

(iv) Remote origination points

Licensee shall provide and install five (5) I-Net drops capable of origination along the I-Net at the locations as designated in writing by the Issuing Authority. These origination points shall be in addition to any existing as of the date of execution of this License. In order that upstream transmission can emanate from said I-Net network

origination points, Licensee shall install additional fixed modulators at three (3) locations designated by the Issuing Authority and shall provide a portable modulator for use at other locations if the Town funds such additional modulators, however, Licensee agrees to maintain, as currently provided, two fixed and one portable modulator for access channel use. The Licensee shall, upon a directive from the Issuing Authority, cooperate with respect to installation of such modulators. The Licensee shall provide the continued use of any modulators currently installed and available to the Town. The modulators shall be maintained by the Licensee and configured to operate on the channels made available to the Town.

(v) Access cablecasting

Access to the PEG channels shall be through audio/video terminals located at the access studio and conveyed to the headend via the I-Net via the various I-Net drops along the I-Net as in the I-Net Map and List of I-Net Origination Sites attached hereto. Specific bands of frequencies shall be reserved for use by the Town in both the upstream and downstream directions. The Licensee shall provide suitable interconnection capacity so that the Town and municipal I-Net users can connect to and from the I-Net in accordance with this Renewal License.

(vi) Access channel(s) maintenance

The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial channels; provided, however, that the Licensee is not responsible for the production quality of PEG access programming. Upon a written request from the Town, Licensee shall make available a copy of its most recent signal quality performance tests. The Town acknowledges said

copies are for informational purposes and signal quality standards are subject to federal limits on local enforcement.

26. The first paragraph of Section 23 of the Prior License, captioned Signal Carriage, is inapplicable and shall be deleted. The second paragraph of said Section 23 shall remain unchanged.

27. Section 24 of the Prior License, captioned Schedule of Rates and Coverage, is for the most part preempted by federal rate regulation rules and shall be deleted except that Paragraph (c) shall remain unchanged and except that Item 9 of Paragraph (d) shall remain unchanged.

28. Section 25 of the Prior License, captioned Complaints, shall remain unchanged, except that the last clause of said Section 25 (Section 25(d)): "only after 48 hours minimum notice to subscribers" shall be deleted.

29. Section 26 of the Prior License, captioned Cable T.V. Oversight Committee or Their Designee, shall remain unchanged.

30. Section 27 of the Prior License, captioned Reports of Information, shall remain unchanged.

31. Section 28 of the Prior License, captioned Payment to Town, shall remain unchanged.

32. Section 29 of the Prior License, captioned License Modification, shall remain unchanged.

33. Section 30 of the Prior License, captioned Transfer and Assignment, shall remain unchanged.

34. Section 31 of the Prior License, captioned Revocation of License, shall remain unchanged.

35. Section 32 of the Prior License, captioned Privacy and Rights to Information, shall remain unchanged except that the parties acknowledge

that the federal Cable Act also governs cable privacy issues, 47 United States Code 551, and the Cable Act may preempt Prior License Section 32 if and to the extent the Cable Act and said Section 32 conflict.

36. Section 33 of the Prior License, captioned Review of Licensee's Performance, shall remain unchanged.

37. Section 34 of the Prior License, captioned Amendments, shall remain unchanged.

38. Section 35 of the Prior License, captioned Separability, shall remain unchanged.

39. Attachment I of the Prior License, titled Description of Services to be Provided, shall be deleted insomuch as the Issuing Authority cannot regulate specific channel line-up, however, Licensee does agree to carriage of certain broad categories of programming as set forth in the attached Schedule (Schedule 2: Broad Categories of Programming).

Article III

Additional Provisions

1. Character Generators

The Licensee shall provide a character generator and modulator or an equivalent electronic text unit, for use at the central office of the School Department. Said character generator shall be able to override programming on the educational access channel. Licensee shall provide and install said equipment within 120 days from the effective date hereof and said equipment shall be of a type and model as determined jointly by the Licensee and the School Department.

2. Advisory Roles

Licensee shall use its diligent efforts to carry program services desirable to Grafton subscribers and shall, not less than once annually, consult with the Issuing Authority or Cable Advisory Committee, if requested, to survey the Issuing Authority concerning suggestions or comments concerning program services of interest to Grafton residents. The Issuing Authority acknowledges Licensee retains, pursuant to and as permitted by the Cable Act, sole discretion with respect to actual program line-up decisions.

3. Surveys

Licensee shall conduct a statistically reliable survey of randomly selected subscribers regarding Licensee's cable television service including viewer satisfaction with programming and viewer interest in new services not less than once during the first two years of this License, and Licensee shall, upon request of the Issuing Authority, share the results of said survey with the Issuing Authority.

4. Community-specific capability

The Town of Grafton cable system shall be technologically able to receive community-specific programming independent from that offered other Towns.

5. Customer Service Standards

(i) Telephone Access

The Licensee shall maintain a publicly listed toll-free telephone number for subscriber access to customer service representatives and its hours of service shall meet or exceed the F.C.C.'s requirements for service during normal business hours. Customer service representatives will answer subscriber calls during normal business hours as defined by the F.C.C. in the F.C.C. definition of normal business hours, see 47 Code of Federal Regulations, s. 76.309 (c) (4) attached as Schedule 3. At all times that Licensee's business office is not open, Licensee shall maintain a telephone answering service to handle subscriber inquiries, complaints and emergencies, and provide proper referral regarding billing and other subscriber information. All such after-hours calls shall be logged by the Licensee or its agent. Said answering service shall (i) forward all inquiries and/or complaints to the Licensee the morning of the next business day and (ii) inform each subscriber calling that his or her complaint will be turned over to the Licensee's Customer Service Department. The Licensee shall promptly attempt to contact each individual subscriber to follow-up on their individual problem and/or inquiry.

(ii) Customer Service Representatives

Qualified customer service representatives will be available to respond to customer telephone inquiries in accordance with paragraph (i) of this Section. Such representatives will provide information to help subscribers troubleshoot basic problems including VCR/cable interconnect problems.

(iii) Telephone Response Standards

Under normal operating conditions, telephone answer time by a customer service representative or the automated

response unit, including wait time, and the time required to transfer the call, shall not exceed 30 seconds, 90% of the time. Licensee agrees to maintain an automated call distribution system capable of monitoring compliance with this standard and shall provide the Town, upon written request, with quarterly printouts of telephone response data for the telephone system covering Grafton. For the purposes of this paragraph and Article 6 generally, the term normal operating conditions shall be defined in accordance with F.C.C. customer service standards, 47 C.F.R. s. 76.309(c) and shall mean those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iv) Installation, service calls and complaints

(a) The Licensee shall install cable service in all areas of the Town to those residents whose homes are passed by the Cable System and who have requested service within seven (7) business days of said request for standard aerial installations and within ten (10) business days, weather permitting, of a request for underground installation, subject to Licensee's receipt of necessary permits and easements on reasonable terms.

(b) The Licensee shall specify to the Subscriber, in advance, whether said installation visit or service call will occur in a four hour morning block, four hour afternoon block or a four hour Saturday block. Evening service visits (6:00 p.m. to 8:00 p.m.) shall be available on a scheduled basis, subject to availability and subject to safety considerations. Installations scheduled at a specific time shall be available for an additional charge, subject to

F.C.C. regulations. If Licensee cannot make an appointment, Licensee shall call the subscriber in advance to cancel. The Licensee shall give priority for next day or next "available time" installation or service appointments to subscribers who cannot be scheduled within the aforementioned time periods. Unless caused by a subscriber's failure to make the premises available to the Licensee at the time scheduled, failure to make the installation or service call as scheduled shall require the Licensee to automatically offer a priority cable installation or service visit to the affected subscriber at a time mutually agreeable to the Licensee and said subscriber, but in no case later than three (3) working days following the initial installation date, or 24 hours following the service date, unless mutually agreed to otherwise by said subscriber and the Licensee. In the event a service problem is attributable to technical problems in the system but are wholly within parts of the system that are not on private property, Licensee shall not require subscribers to be at home at the time of the service call.

(c) The Licensee shall respond within 24 hours to service complaint calls or requests for repair service where there is a loss of picture or audio on all channels. Under normal operating conditions, all other service complaint calls or requests for repair service shall be responded to within thirty-six (36) hours, except that subscribers can schedule service visits beyond this time frame at the subscriber's option. These standards shall be met in accordance with FCC and NCTA standards in effect as of the execution of this License.

(d) The Licensee shall ensure that there are stand-by service personnel on call at all times after normal business hours. The answering service shall be required to notify the stand-by personnel of an unusual number of calls or a number of similar calls or a number of calls coming from the same area.

(e) System Outages, deemed to occur upon the failure of service to three (3) or more subscribers at or about the same time and in the vicinity of each other that are served by the same amplifier, shall be responded to immediately, twenty-four (24) hours a day by Licensee personnel.

(f) Licensee shall supply a paging number to the Issuing Authority, which shall not be available to the general public, and which is capable of reaching appropriate management personnel in the event that emergency repair service is needed and which is to be used only if normal Licensee lines do not allow a rapid connection to appropriate Licensee personnel. Licensee shall maintain a staff of stand-by technicians who are ready to make the necessary repairs in the event of such an emergency. For the purposes of this paragraph (f), an emergency repair shall be one involving safety or health risks to the public or to a member of the public.

(v) Complaint resolution procedures

(a) In compliance with applicable law(s), the Licensee shall establish a procedure for resolution of billing and privacy disputes and complaints by Subscribers. The Licensee shall provide, on an annual basis, a written description of said procedures, including telephone numbers to call for complaints and other services, to all Subscribers, and the Issuing Authority. The Licensee shall also have periodic insertions in its subscribers' bills that inform subscribers of such complaint procedures.

(b) The Licensee shall periodically distribute "Customer Satisfaction Cards" to subscribers who receive a service visit and a summary of findings shall be shared with the Town not more than once annually upon written request of the Issuing Authority.

(c) The Licensee shall, in normal operating conditions, promptly respond to all subscriber complaints, but in any

event within thirty-six (36) hours of receipt of any such complaints except as otherwise provided in Section 6.3(d). The term "normal operating conditions" shall be defined in accordance with F.C.C. customer service standards, 47 C.F.R. s. 76.309 (c) (4), and set forth in License Section 6.2(b) above.

(d) If the Issuing Authority determines it to be in the public interest, the Issuing Authority or its designee(s) may investigate any complaints or disputes brought by subscribers arising from the operations of the Licensee, provided said subscribers make a good faith effort to comply with the Licensee's procedures specified in paragraph (a) above for the resolution of complaints.

(e) In the event that the Issuing Authority finds a pattern of multiple unresolved subscriber complaints involving failure to meet customer service requirements, the Licensee shall implement appropriate and reasonable amendments to the Licensee's procedures for the resolution of complaints.

(vi) Minimum subscriber information

Licensee will provide all prospective subscribers with complete, clear and concise written information prior to or at the time of initial installation of cable service. Licensee shall annually provide existing subscribers with equivalent information. Such materials shall clearly disclose the price and other information concerning Licensee's lowest cost service. Such information shall include but not be limited to the following:

(a) All services, rates and charges, including but not limited to deposits, if applicable, installation costs, additional television set charges, service upgrade or downgrade charges, and relocation of cable outlet charges.

(b) Complete written information concerning billing and termination procedures, procedures for ordering

changes in or termination of services, and all refund policies, including the availability of rebates or credits for loss of service.

(c) Written information concerning known incompatibilities associated with the utilization of video cassette recorders with cable service(s), and information on the cost for hooking up VCRs and any other associated VCR costs or charges.

(d) Written information concerning the availability of special equipment such as A/B switches and parental control devices, including specific information explaining options parents may have to block children's pay-per-view purchases.

(e) Written information concerning the Licensee's privacy policies, pursuant to state and federal law.

(f) Written information concerning steps to take in the event of loss of service; and

(g) any other customer service disclosures required by federal or state law.

(vii) VCR compatibility/technical assistance

(a) In order to assist subscribers who own "cable-ready" VCRs to interconnect such VCRs with their "cable-ready" television sets, and to assist subscribers in the interconnection of non-cable-ready VCRs and television sets, Licensee shall provide assistance to said subscribers concerning same. Upon request, Licensee shall make available one (1) "A/B switch" at cost, if needed, and a splitter to each such subscriber, at cost, to facilitate such interconnection. Licensee shall notify subscribers about the availability of such "A/B" switch on an annual basis in accordance with Massachusetts consumer notification requirements. Use of such an A/B switch and splitter will

allow any subscriber with a cable-ready VCR to record any channel while viewing an unscrambled channel, or vice-versa, without the need of a second converter.

(b) Licensee shall not charge an additional outlet fee for VCRs connected to cable service when said VCRs do not have separate converters.

(viii) Parental control capability

The Licensee shall provide those subscribers with converters, upon request, with the capability to control the reception of any channels on the Cable Television System with said converters subject to standard converter fees

(ix) Billing and termination procedures

Licensee will comply with the consumer protection regulations of the Commission, 207 CMR 5.00 et seq., as amended, which regulations are attached hereto and are incorporated herein by reference and Licensee shall comply with applicable customer service and consumer regulations promulgated by the Federal Communications Commission.

(x) Advance Billing

Subscribers shall not be billed in advance by more than a one month period except: in the case of demonstrated credit problems involving payment delinquency including more than one disconnection; seasonal situations where a greater period of advance billing is approved by the Commission; or in the case of optional promotions offered by Licensee.

(xi) Protection of subscriber privacy

(a) Licensee will comply with all privacy provisions of applicable federal and state laws including, but not limited to, the provisions of Section 631 of the Cable

Communications Policy Act of 1984 and Title 18 United States Code, Section 2520.

The Licensee shall be responsible for carrying out and enforcing the Cable Television System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal subscriber information is handled and protected strictly in accordance with this policy. The Licensee shall notify all third parties who offer cable services in conjunction with the Licensee, or independently over the Cable Television System, of the Subscriber privacy requirements contained in this Renewal License.

(b) At the time of entering into an agreement to provide Cable Service to a subscriber and at least once a year thereafter, the Licensee shall provide all subscribers with the written notice required in Section 631(a)(1) of the Cable Act.

(c) In accordance with Section 631 of the Cable Act, Licensee and its agents or employees shall not, without giving subscribers an opportunity to prevent disclosure, disclose to any third party data identifying or designating any subscriber either by name or address. Said opportunity to prevent disclosure shall be provided to each subscriber annually through a written notice. A subscriber shall have the right, at any time, to request Licensee not to disclose to any third party data identifying the subscriber by name and address and Licensee shall abide by this request.

6. Service interruption

Except where there exists an emergency situation necessitating a more expeditious procedure, Licensee shall use reasonable efforts to interrupt service for the purpose of system construction, routine repairing or testing the Cable System only during periods of minimum use.

7. Grafton Business Liaison

To continue to provide Grafton businesses with information and technical assistance on cable services, Licensee shall designate one of its employees as liaison to the Grafton business community. Licensee's business liaison shall upon reasonable request of Grafton businesses provide said businesses with information about cable technologies and services including but not limited to program services, public access training and equipment availability, commercial leased access, data transmissions (if made available to Grafton cable subscribers), line extension, advertising on the cable system, other new technologies and services as they come available and information the Licensee has concerning use of the cable system for business development purposes. Licensee shall not less than once every year include in its subscriber mailings a notice of the availability of a business liaison to provide information to Grafton businesses seeking information and technical assistance on cable services and technology.

8. License fees

(a) Subject to applicable law, Licensee shall, on or before March 15th of each year, submit a license fee to the Issuing Authority equal to fifty cents per subscriber per year as provided in Section 9 of Chapter 166A of the Massachusetts General Laws. The number of subscribers, for purposes of this section, shall be calculated on the last day of each year. If in the future, payments to the Town under M.G.L. ch.166A, s.9 may be increased or may otherwise be increased, the Issuing Authority reserves its rights to increase said license fees accordingly. In accordance with federal law, the Issuing Authority may in writing require the payment of \$4,500.00 to be payable to the Town or a designee thereof for access development or other expenses related to access or cable administration as determined by the Issuing Authority none of which may be treated as a franchise obligation external cost pass-through. The foregoing \$4,500.00 payment shall be a one-time payment only and shall

be separate from and in addition to any other payments required by this License.

ARTICLE IV
GENERAL PROVISIONS

Section 4.1 ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed orally but only by instrument in writing executed by the parties.

Section 4.2 CAPTIONS

The captions to sections throughout this License are intended solely to facilitate reading and reference to the sections and provisions of this License. Such captions shall not affect the meaning or interpretation of this License.

Section 4.3 LICENSE EXHIBITS AND APPENDICES

The Exhibits or Appendices to this License, attached hereto, and all portions thereof, are incorporated herein by reference and expressly made a part of this License.

Section 4.4 WARRANTIES

The Licensee warrants, represents and acknowledges that, as of the Effective Date of this License:

(a) The Licensee is duly organized, validly existing and in good standing under the laws of the State;

(b) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the execution date of this

License, to enter into and legally bind the Licensee to this License and to take all actions necessary to perform all of its obligations pursuant to this License;

(c) This License is enforceable against the Licensee in accordance with the provisions herein; and

(d) There is no action or proceedings pending or threatened against the Licensee which would interfere with performance of this License.

Section 4.5 APPLICABILITY OF LICENSE

All of the provisions in this License shall apply to the Town, the Licensee, and their respective successors and assigns.

Section 4.6 JURISDICTION

Exclusive jurisdiction and venue over any dispute or judgment rendered pursuant to any Article herein shall be in a court or agency of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts and the parties by this instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit arising in connection with the entry of such judgment.

Section 4.7 NOTICE

Every notice to be served under this agreement shall be delivered in hand or sent by certified mail (postage prepaid), and shall be deemed to have been given on the date of delivery and shall be addressed as follows:

1. To the Issuing Authority: The Board of Selectmen
 Grafton Town Hall
 30 Providence Road
 Grafton, MA 01519

or such other address as the Issuing Authority may specify in writing to the Licensee.

2. To the Licensee: Vice President &
General Manager
Greater Worcester Cable,
Inc.

95 Higgins St.

Worcester, MA 01606

with a copy to General Counsel, Greater Media, Inc., Box
1059, Two Kennedy Blvd., New Brunswick, NJ 08816

or such other address as the Licensee may specify in writing to the Issuing Authority.

Section 4.8 TOWN'S RIGHT OF INTERVENTION

The Town hereby reserves to itself, and the Licensee acknowledges the Town's right, to the extent, authorized by applicable law or regulation, to intervene in any suit, action or proceeding directly relating to the provisions of this License.

Section 4.9 RESERVATION OF RIGHTS

Acceptance of the terms and conditions of this franchise will not constitute, or be deemed to constitute, a waiver, either expressly or impliedly, by Licensee or by the Town of any legal rights which either party may have or may be subsequently determined to have, either by subsequent legislation or court decisions.

WITNESS OUR HANDS AND OFFICIAL SEALS, THIS DAY OF
 , 1997.

TOWN OF GRAFTON
BY THE BOARD OF SELECTMEN

Approved as to Form

William August
Special Counsel

This License is
hereby accepted by: GREATER WORCESTER CABLEVISION, INC.

BY: Peter A. Bordes, President

Table of Schedules and Attachments

Schedule 1:	Institutional Network Map
Schedule 2:	Broad Categories of Programming
Schedule 3:	F.C.C. definition of normal business hours, 47 Code of Federal Regulations, s.76.309(c)(4)
Attachment:	Final CATV License for Town of Grafton, Massachusetts, dated September 21, 1982

Schedule 1: Institutional Network Map

Schedule 2: Broad Categories of Programming

Schedule 3:F.C.C. definition of normal business hours,
47 Code of Federal Regulations, s.76.309(c)(4)

Attachment: Final CATV License for Town of Grafton,
Massachusetts, dated September 21, 1982 (Prior License)